

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

<b>IN RE:</b>  <b>DEBBIE OUTLAW PROPERTIES, LLC</b>  <b>DEBTOR</b>	§ § § § § §	<b>§ CASE NO. 25-10167-smr</b>  <b>CHAPTER 11</b> <b>SUBCHAPTER V</b>
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**DEBTOR'S RESPONSE TO MOTION FOR RELIEF FROM AUTOMATIC STAY OF  
IMPACT FIRE SERVICES, LLC**

TO THE HONORABLE SHAD M. ROBINSON, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Debbie Outlaw Properties, LLC, debtor-in-possession ("Debtor"), filing its Response to the Motion for Relief from Automatic Stay filed by Impact Fire Services, LLC [ECF #82] and would respectfully show the following:

1. With respect to paragraph 1, no response is required.
2. Debtor admits the allegations of paragraphs 2, 3, and 4.
3. After reasonable inquiry, the Debtor lacks sufficient information to admit or deny the allegations of paragraph 5.
4. The Debtor admits the allegations of paragraph 6.
5. The Debtor denies the allegations of paragraph 7.
6. The Debtor admits the allegations of paragraph 8.
7. The Debtor denies the allegations of paragraph 9. The Debtor admits that an affidavit claiming a lien has been recorded, but not a lien.
8. With respect to paragraph 10, the Debtor admits that the notice was sent, but denies the existence of a lien.

9. The Debtor denies the allegations of paragraph 11. The invoice attached is for May 2024, 9 months prior to the petition date. Movant ceased to provide services to the Debtor many months prior to the petition date.
10. Debtor denies the allegations of paragraph 12. Only an affidavit claiming a lien was filed.
11. With respect to paragraph 13, the Debtor admits that the values cited are the values from the Travis Central Appraisal District for 2025, but denies that the values of the Appraisal District represent the values of the Elmwood properties. On June 4, 2025, the Debtor amended its Schedules to reflect the value of each Elmwood Property at \$2,900,000 for a combined value of \$5,800,000.00. The Debtor would note that the references to the Exhibits as Exhibits F and G are incorrect.
12. With respect to paragraph 14, the Debtor can neither admit nor deny the validity of the lien searches, as they were not performed by the Debtor. The Debtor admits that A+ Federal Credit Union holds a first lien against the Elmwood Properties and an abstract of judgment has been filed by Alfredo Topete Duenas. The Debtor denies that the Elmwood properties are over encumbered relative to their true value.
13. With respect to paragraph 15, the Debtor admits that the Elmwood properties are governed by restrictive covenants, but denies that this impairs their value.
14. No response is necessary to paragraph 16.
15. The Debtor admits the allegations of paragraphs 17 and 18.
16. The Debtor denies the allegations of paragraphs 19 and 20. As noted above, the Debtor has not been using Movant's services since many months before the petition date.

17. The Debtor admits the allegations of paragraph 21, but would show that the Movant has no lien on rents or cash collateral generated by the property, as the Movant is not a mortgage holder, but rather a party claiming a lien through an affidavit.
18. The Debtor denies the allegations of paragraph 22 for the reasons set forth above.
19. The Debtor denies the allegations of paragraph 23. As noted above, the Debtor believes the Properties to be worth \$5.8 million, which is several million dollars above the secured debt.
20. The Debtor admits the allegations of paragraph 24, and would show that the Court has entered an order extending the exclusive period for the Debtor to file a plan to July 11, 2025 [ECF No. 90].
21. With respect to paragraph 25, the Debtor admits the allegations of the first sentence, and denies the allegations of the second. As noted above, the Movant has not provided services to the Debtor for many months before the petition date and Debtor now uses a different service provider.
22. The Debtor denies the allegations of paragraph 26. The Elmwood Properties generate cashflow over and above the amount necessary to service the debt to A+ Federal Credit Union, pay the property taxes and insurance. A+ has consented to the Debtor's use of these excess rents. *See* ECF No. 65.
23. Debtor denies the allegations of paragraph 27. As noted above, the invoice referenced is from May 2024.
24. The Debtor denies the allegations of paragraph 28. As noted above, Movant has not been providing services to the Debtor since prior to the petition date.

25. With respect to paragraph 29, the Debtor denies that the Elmwood Properties are not insured. True and Correct copies of proof of insurance on the Elmwood Properties are attached as Exhibit 1.

WHEREFORE, premises considered, the Debtor prays that the Motion be denied, and for such other and further relief to which it may be justly entitled.

Dated: June 17, 2025

RESPECTFULLY SUBMITTED BY,

LAW OFFICES OF FRANK B. LYON

Physical Address:

3800 North Lamar Boulevard, Suite 200  
Austin, Texas 78756

Mailing Address:

Post Office Box 50210

Austin, Texas 78763

(512) 345-8964

(512) 697-0047 (fax)

Email: frank@franklyon.com

By: /s/ Frank B. Lyon

FRANK B. LYON

State Bar No. 12739800

ATTORNEY FOR DEBTOR

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the above Response has been served via the Court's ECF system to those parties registered for such and sent to the parties as shown below.

**By ECF notification**

Jessica L. Hanzlick  
Office of the US Trustee  
email: jessica.l.hanzlick @usdoj.gov

**Counsel for A+ Federal Credit Union**

Doug Buncher  
Via ECF  
And Email: dbuncher@neliganlaw.com

**Counsel for Impact Fire Services, LLC**

Russell Frost  
Via ECF  
And Email: rfrost@russellfrostlaw.com

**Debtor -Via Email:**

Debbie Outlaw Properties LLC  
16105 Chateau Ave.  
Austin, TX 78734  
Email: mdrth5out@aol.com

and on the attached matrix by first class US mail, except for parties receiving notice via CM/ECF or via email.

/s/ Frank B. Lyon  
Frank B. Lyon

# **EXHIBIT 1**

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>AGENCY</b> Lakeway Insurance Group 2501 Ranch Road 620 S Suite 201 Lakeway, TX 78734		<b>PHONE</b> (A/C, No, Ext): 512-369-2992		<b>COMPANY</b> Lloyd's of London	
<b>FAX</b> (A/C, No): 866-316-4994		<b>E-MAIL ADDRESS:</b> cedwards@lakewayinsurancegroup.com			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>					
<b>INSURED</b>  DEBBIE OUTLAW PROPERTIES, LLC 16105 Chateau Ave Austin, TX 78734		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> AB2505715	
		<b>EFFECTIVE DATE</b> 06/01/25		<b>EXPIRATION DATE</b> 06/01/26	
				<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

**PROPERTY INFORMATION****LOCATION/DESCRIPTION**

607 Elmwood Place, Austin, TX 78705

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Building Coverage/ Special-Theft	\$1,751,000	10,000 AOP 5% Wind & Hail \$5,000 Water damage

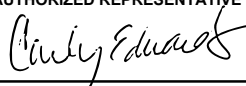
**REMARKS (Including Special Conditions)**

Mortgagee - A+ Federal Credit Union, PO Box 15384, Austin, TX 78761  
Party for notice: US Trustee, 903 San Jacinto Blvd, Room 230, Austin 78701.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**ADDITIONAL INTEREST**

<b>NAME AND ADDRESS</b>  Listed above in Remarks	<input checked="" type="checkbox"/>	<b>MORTGAGEE</b>	<input checked="" type="checkbox"/>	<b>ADDITIONAL INSURED</b>
	<input type="checkbox"/>	<b>LOSS PAYEE</b>	<input type="checkbox"/>	
	<b>LOAN #</b>			
	<b>AUTHORIZED REPRESENTATIVE</b> 			

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<b>FAX</b> (A/C, No): 866-316-4994		<b>E-MAIL ADDRESS:</b> cedwards@lakewayinsurancegroup.com			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>					
<b>INSURED</b>  DEBBIE OUTLAW PROPERTIES, LLC 16105 Chateau Ave Austin, TX 78734		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> AB2505715	
		<b>EFFECTIVE DATE</b> 06/01/25		<b>EXPIRATION DATE</b> 06/01/26	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

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609 Elmwood Place, Austin, TX 78705

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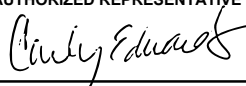
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Party for notice: US Trustee, 903 San Jacinto Blvd, Room 230, Austin 78701.

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<b>NAME AND ADDRESS</b>  Listed above in Remarks	<input checked="" type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
	<b>LOAN #</b>			
	<b>AUTHORIZED REPRESENTATIVE</b> 			



Label Matrix for local noticing  
0542-1  
Case 25-10167-smr  
Western District of Texas  
Austin  
Tue Jun 17 17:00:56 CDT 2025

Debbie Outlaw Properties, LLC  
16105 Chateau Avenue  
Austin, TX 78734-2631

U.S. BANKRUPTCY COURT  
903 SAN JACINTO, SUITE 322  
AUSTIN, TX 78701-2450

400 E 30th Street HOA  
c/o Property Management of Texas  
704 W. 24th Street  
Austin, TX 78705-4708

A+ Federal Credit Union  
6420 E 290 SVRD  
Austin, TX 78723

A+ Federal Credit Union  
Attention: Bankruptcy  
PO Box 14867  
Austin, TX 78761-4867

Alfredo Topete Duenas  
c/o Karalynn C. Cromeens  
1345 Campbell Road Suite 200  
Houston, TX 77055-6482

Alfredo Topete Duenas dba Eagle Plastering T  
1345 Campbell Road  
Suite 200  
Houston, TX 77055-6482

Andrew Bassford  
c/o Brian McGiverin  
2028 E. Ben White Blvd. Ste 240 PMB 5960  
Austin, TX 78741-6931

Austin Development Service Department  
6310 Wihelmina Delco Drive  
Austin, TX 78752

Ava McPartlin  
2604 Salado Street 102  
Austin, TX 78705-3939

Blake Molthan  
c/o C. Kyle Pugh, P.C.  
4015 Main Street Suite 100  
Dallas, TX 75226-1231

Campbell King  
c/o C. Kyle Pugh, P.C.  
4015 Main Street Suite 100  
Dallas, TX 75226-1231

Cater Joseph Homes, LLC  
913 W 29th St  
Austin, TX 78705-3534

(p)CITY OF AUSTIN AUSTIN ENERGY  
ATTN COLLECTIONS DEPARTMENT  
4815 MUELLER BLVD  
AUSTIN TX 78723-3573

Commercial National Bank  
PO Box 591  
Brady, TX 76825-0591

Commercial National Bank  
c/o Davor Rukavina  
Munsch Hardt Kopf & Harr, P.C.  
500 N. Akard St., Suite 4000  
Dallas, TX 75201-6605

Commercial National Bank of Brady  
Commercial National Bank c/o Tim Cardina  
110 Ave H Ste. 114  
Marble Falls, TX 78654-5759

Frost Bank  
PO Box 34746  
San Antonio, TX 78265-4746

Frost Bank  
c/o Robert L. Barrows  
Langley & Banack, Inc.  
745 E. Mulberry, Suite 700  
San Antonio, Texas 78212-3172

GT Lumber & Supply, LLC  
9400 Brown Ln  
Austin, TX 78754-4012

Impact Fire Services, LLC  
1 Chisholm Trail Road Suite 330  
Round Rock, TX 78681-5094

J. Kyle Jaksa  
Munsch Hardt Kopf & Harr P.C.  
500 N. Akard St., Suite 4000  
Dallas, TX 75201-6605

JJ's Fence and Gate Opener LLC  
537 Tumlinson Fort Way  
Lockhart, TX 78644

James Hicks  
515 Congress Avenue Suite 1620  
Austin, TX 78701-3576

Joseph Companies  
913 W 29th Street  
Austin, TX 78705-3534

Kai Stark  
c/o C. Kyle Pugh P.C.  
4015 Main Street Suite 100  
Dallas, TX 75226-1231

Law Office of Russell Frost, PLLC  
c/o Russell Frost  
711 W 7th St  
Austin, TX 78701-2711

Luke Wexler  
c/o C. Kyle Pugh P.C.  
4015 Main Street Suite 1000  
Dallas, TX 75226-1231

MDG Construction LLC  
c/o James Hicks  
Griffith Davison, PC  
515 Congress Ste. 1620  
Austin, Texas 78701-3576

MDG Construction, LLC  
c/o James Hicks and Scott Griffith  
515 Congress Avenue Suite 1620  
Austin, TX 78701-3576

Mike McHone 11  
PO Box Box 301201  
Austin, TX 78703-0021

Patrick T. Mulry  
7160 Dallas Pkwy Suite 625  
Plano, TX 75024-4228

Prosperity Bank  
PO Box 4  
El Campo, TX 77437-0004

Prosperity Bank  
c/o Lisa C. Fancher  
Fritz Byrne, PLLC  
402 West Seventh St.  
Austin, TX 78701-2808

Quality Flooring LLC  
1306 Dominique Drive  
Austin, TX 78753-6836

Rolling Suds Austin-Westlake  
2711 Daisy Drive Unit 2C  
Austin, TX 78727-1358

Sarah J. Shoulton  
1345 Campbell Road  
Suite 200  
Houston, TX 77055-6482

Scott Griffith  
515 Congress Avenue Suite 1620  
Austin, TX 78701-3576

Sunbelt Rentals, Inc.  
1275 West Mound Street  
Columbus, OH 43223-2213

Sunwest Industries, Inc.  
PO Box 80910  
Midland, TX 79708-0910

Taylor Dahlgren  
814 Reinicke Street  
Houston, TX 77007-5172

Texas Comptroller of Public Accounts  
C/O Office of the Attorney General  
Bankruptcy - Collections Division MC-008  
PO Box 12548  
Austin TX 78711-2548

The Tile Guy  
c/o Barron & Newburger, P.C.  
7320 N. MoPac Expwy., Suite 400  
Austin, TX 78731-2347

Travis County Tax office  
PO Box 149328  
Austin, TX 78714-9328

Travis County c/o Jason A. Starks  
PO Box 1748  
Austin, Texas 78767-1748

United States Trustee - AU12  
United States Trustee  
903 San Jacinto Blvd, Suite 230  
Austin, TX 78701-2450

Western Pacific Building Materials  
Attn: Ryan Heffernan  
1201 SE Tech Center Drive, Suite 150  
Vancouver, WA 98683-5523

Western Pacific Materials, Inc.  
7607 Bluff Point Drive  
Houston, TX 77086-1765

Yen Thi Do and Viraj Mahendra Joshi  
2500 Longview Street 301  
Austin, TX 78705-4292

Frank B. Lyon  
Frank B. Lyon, Attorney  
PO Box 50210  
Austin, TX 78763-0210

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

City of Austin  
PO Box 2267  
Austin, TX 78768-2267

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)400 E 30th Street HOA.

c/o Property Management of Texas

704 W. 24th Street

Austin, TX 78705-4708

End of Label Matrix	11
Mailable recipients	50
Bypassed recipients	1
Total	51